

**City of Las Vegas  
Department of Public Works**

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**Request for Proposals (RFP)**

**National Avenue/Bridge Street Improvements**



**City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701**

**RFP No. 2021-26  
Published: June 9, 2021  
Due: July 1, 2021**

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 a.m.(p.m.),  
July 1, 2021, at the City Council Chambers, 1700 N. Grand Avenue, Las Vegas, New  
Mexico 87701, or other designated area at the City Offices, ON THE FOLLOWING:

**National Avenue/Bridge Street Improvements**  
**NMDOT Project Control No. LP40002**  
**Stantec Project No. 181710688**

Proposal Forms and Specifications may be obtained at the following location:

City Clerk's Office  
1700 N. Grand Ave.  
Las Vegas, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Avenue, Las Vegas,  
New Mexico 87701 with the envelope marked:

**National Avenue/Bridge Street Improvements**

Opening No. 2021-26 in the lower left-hand corner of the submitted envelope. It shall be the  
responsibility of the Offeror to the RFP to see that their response is delivered to the City Clerk  
by the date and time set for this RFP. If the mail or delivery of the bid request is delayed beyond  
the opening date and time, bid thus delayed will not be considered.

The City reserves the right to reject any and/or all proposals submitted.

City of Las Vegas

William Taylor  
William Taylor, City Manager

Scott Aaron 6/4/2021  
Scott Aaron, City Attorney

Cassandra Fresquez by DS  
Cassandra Fresquez, City Clerk

Jesus Baquera 6-4-21  
Jesus Baquera, Finance Director

Helen Vigil  
Helen Vigil, Purchasing Agent

Opening No. 2021-26

Date Issued: 6/4/2021

Published: Las Vegas Optic

June 9, 2021

Albuquerque Journal

June 9, 2021

[www.lasvegasnm.gov](http://www.lasvegasnm.gov)

June 9, 2021

### AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal meets the required specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

### TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before July 1, 2021 at 2:00 a.m./p.m. at which time all Proposals received will be opened. The opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Proposal is projected for \_\_\_\_\_, 2021. The successful Offeror will be notified by mail.

### ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Request for Proposal Number. Failure to comply with this requirement may result in the rejection of your submitted Proposal.

### COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

### LABELS

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable, and total bid amount page.

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico, Section 13-1-28 through 13-1-99 N.M.S.A. 1978, imposes a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes, Section 30-4-1, N.M.S.A. 1978, states it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And Section 30-24-2, N.M.S.A. 1978, states it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also, Section 30-41-1 through 30-41-3, N.M.S.A. 1978, states it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks.

### RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Proposal is delayed beyond the scheduled opening date and time set, this proposal delayed will not be considered.

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### NON-COLLUSION

In signing their Proposal, the Offeror certifies that he/she has not, either directly or indirectly entered into an action of restraint of free competition, in the connection with the submitted proposal.

### CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of Proposal specifications shall make a written request to the Department involved in this Proposal request at least five (5) days prior to the scheduled Proposal opening date with a copy forwarded to the Finance Department.

Any interpretation, corrections, or changes (not part of the negotiation phase) of said Proposal Specifications shall be made by ADDENDUM only, including any Opening Dates or Time Change. Interpretations, corrections, or changes of said Proposal made in any other manner (before opening and negotiation stage) will not be binding and the Offeror shall not rely upon such interpretations, corrections and changes.

### MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

### APPLICATION OF PREFERENCE

Pursuant to Section 13-1-21 and 13-1-22, N.M.S.A 1978, any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing), with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

### FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offeror shall provide their Federal Tax ID number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978, if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

New Mexico Tax Identification Number (CRS): \_\_\_\_\_

### SPECIAL NOTICE

Proposals will be opened, and all submitted copies will be checked for accuracy of Department's ~~specific amount of copies requested. Any price or other factors of the submitted proposals will~~  
not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The Department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

### NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (Section 6.7), discussions or negotiations may be conducted with a responsible offeror who submits and acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

### CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

### TAXES

Offeror must pay all applicable taxes.

### NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

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## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**REQUEST FOR PROPOSALS  
FOR  
NATIONAL AVENUE/BRIDGE STREET IMPROVEMENTS**

The City of Las Vegas, New Mexico is requesting proposals for applying Asphalt pavement, Concrete work, and Utility services as defined in the scope of work.

**1. SCOPE OF WORK**

The City of Las Vegas is soliciting proposals for road improvements on National Avenue, Bridge Street, and Plaza Parkway Street. To include North Gonzales Street and Hot Springs Boulevard to Valencia Street, South Pacific Street and Camino de Las Escuelas to Moreno Street. The Offeror must be able to remove and replace asphalt, pulverize existing pavement in-place, construct aggregate base course, prepare sub-grade, construct concrete curb and gutter, concrete sidewalks and install ADA compliant ramps, install painted and thermoplastic pavement markings, construct water mains with valves and valve boxes, construct sewer mains with manholes, install water and sewer service lines, construct electrical duct banks, install regulatory and informational signs, and other miscellaneous items needed to provide a complete project according the design plans and specifications. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The contract will begin upon signature by the City Manager.

The duties of the offeror shall include but are not limited to the following services:

1. The work includes but is not limited to removal and replacement of asphalt paving, grading, removing and installing concrete curbs, removing and constructing concrete sidewalks, replacing utilities services if need be , and providing traffic control.
  2. Personnel used for the performance of this work shall be properly trained and qualified to perform repairs and replacements on City roads and utilities. The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with classifications denoted, as well as written evidence of the personnel's qualifications.
  3. The Contractor shall provide all labor, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of the awarded contract. The Contractor is responsible for all debris and related disposal.
  4. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
  5. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal, state and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications, and licenses to comply with local, state and federal requirements.
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6. Contractor shall provide on-site supervision at all times for all work to be performed.
7. The Contractor shall note two locations on the project which may be subject to change during construction. The first location is the intersection of Hot Springs Boulevard and Plaza Park. The second location is the Camino del Las Escuelas.
8. The Contractor shall note there will be certain dates where no work will be allowed in the area of the project. Dates when work will not be allowed are shown below.
  - July 2 – 5, 2021
  - July 23-24, 2021
  - August 6 – 7, 2021
  - September 4, 2021
  - October 1, 2021
  - December 17 – 18, 2021

Dates above are current as of April 16, 2021. Additional dates may be added during construction.

## **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

- 2.1. Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information shall be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. The Letter of Transmittal Form (Appendix C) must be completed and submitted with the proposal. The Letter of Transmittal Form will be not included in the twenty (20) page limit. No other material is to be included.

- 2.2. Submittal of Proposals: Five (5) copies of proposals must be delivered to:

City Clerk  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

no later than the date and time listed. Sealed proposal envelopes shall be clearly marked

**"National Avenue/Bridge Street Improvements"**

**RFP No. 2021-26**

on the outside of the envelope, this information shall be placed on the lower

left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

- 2.3. **Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.
1. **Organizational Experience**– Points will be awarded on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.
  2. **Evidence of Understanding of the Scope of Work, the Site, and Existing Conditions** – Points will be awarded for the level of detail for a description of the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements.
  3. **Capability and Capacity**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
  4. **Past Record of Performance**– Points will be awarded based on the evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with Offeror's overall performance.
  5. **Familiarity with the City of Las Vegas** – Points will be awarded for indication of previous knowledge or experience regarding the contracting agency, project location, and any current work which could enhance the firm's ability to provide timely responses or special expertise to project needs.
  6. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to construction services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
  7. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
  8. **Resident Preference** – Offeror's proximity to the City of Las Vegas. Pass/Fail only. No points assigned.
  9. **Veterans Preference** – Business owner's status as a US Military Veteran. Pass/Fail only. No points assigned.

\*Note: Price cannot be a factor.

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1. BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith

#### **5.2. INSURANCE CERTIFICATE**

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

### **6. INSTRUCTIONS TO OFFEROR**

#### **6.1. REQUEST FOR PROPOSAL DOCUMENTS**

##### **6.1.1. Copies of Request for Proposals**

- a. A complete set of the Request for Proposals may be obtained as indicated in the RFP advertisement.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City and the Engineer assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City or the Engineer in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.



- d. A copy of the Request for Proposals shall be made available for public inspection.

#### 6.1.2. Interpretations

- a. Offeror requiring clarification or interpretation of Proposal specifications shall make a written request to the Department involved in this Proposal request at least five (5) days prior to the scheduled Proposal opening date with a copy forwarded to the Finance Department.
- b. Offeror requiring clarification or interpretation of the Plans and Technical Specifications shall make a written request to the Engineer of Record involved in this Proposal request at least five (5) days prior to the scheduled Proposal opening date with a copy forwarded to the Finance Department
- c. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

#### 6.1.3. Addendum

- a. Addendum will be sent via email return receipt requested to all who are known by the City to have received a complete set of the Request for Proposals package.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

### 6.2. REQUEST FOR CONSTRUCTION CONTRACT DOCUMENTS

- 6.2.1. The complete set of the plans, specifications and contract documents are available upon request and will be issued electronically, with no deposit required from the Engineer. Please make request to Deanna Mascarenas at 505-349-8453 or email [deanna.mascarenas@stantec.com](mailto:deanna.mascarenas@stantec.com).

The complete set of the plans, specifications and contract documents are available for download from the City of Las Vegas website: [http://www.lasvegasnm.gov/business/request\\_for\\_proposal\\_bids/index.php](http://www.lasvegasnm.gov/business/request_for_proposal_bids/index.php)

### 6.3. REQUEST FOR CLARIFICATION

- 6.3.1. Offeror requiring clarification or interpretation of the Plans and Technical Specifications shall make a written request to the Engineer of Record involved in this Proposal request at least five (5) days prior to the scheduled Proposal opening date with a copy forwarded to the Finance Department.

## 6.4. PROPOSAL SUBMITTAL PROCEDURES

### 6.4.1. Format and Section Requirements of Proposals

- a. Potential Offerors must submit Acknowledgement of Receipt Form Appendix A and complete all information indicated on the form.
- b. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- c. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- d. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- e. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  2. Campaign Contributions Disclosure Form
    - i. The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the services provided to the City of Las Vegas. Respond to this section as 

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Section C of Offeror's proposal.
  4. References
    - i. Offeror shall provide a minimum of three (3) references from similar projects preformed for private, State and/or large local

government clients within the last five years. Offerors are required to submit Appendix F, Reference Questionnaire, for the business references they list. The business references must submit the Reference Questionnaire directly to the designee described in Appendix F. It is the vendor's responsibility to ensure that the completed forms are received by or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received in time or are incomplete may adversely affect the offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the City of Las Vegas reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

5. Oral Presentation

- i. If selected as a finalist, Offerors must agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee at the option of the City of Las Vegas. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask question and seek clarifications. A statement of concurrence must be submitted in the Offeror's proposal.

6. Licenses (if applicable)

- i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.

7. Experience in Specialized Services referenced in scope

- i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as ~~Section E in Offeror's proposal.~~
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8. Documentation

- i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.

9. Financial (If Applicable)

- i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.

10. Additional Information

- i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

11. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.

12. Cost

- i. The Offeror shall provide in a **sealed envelope** the Bid Proposal for the proposed construction on the form included in this Request for Proposals. The Bid Proposal Form is included in the Contract Specification and Documents. Cost will not be a factor in evaluation of the proposals.

13. Resident Business or Resident Veteran Certificate (if applicable)

- f. Any proposals that do not adhere to this format, and which do not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- g. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- h. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.4.2. SUBCONTRACTORS

- a. The Offeror shall list and state the qualifications for each subcontractor the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

#### 6.4.3. PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 6.4.4. DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

#### 6.4.5. REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requirements shall result in a rejection of a proposal:
  - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the RFP No., project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### 6.4.6. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
  - b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.
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#### 6.4.7. REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A



determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

## **7. CONSIDERATION OF PROPOSALS**

### **7.1. RECEIPT AND OPENING OF PROPOSALS**

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

### **7.2. PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publicly announce the business(es) selected for award.

7.4. NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## **8. POST PROPOSAL INFORMATION**

### **8.1. PROTESTS**

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1. State the reasons for the action taken; and
  - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

### **8.2. EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

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### **8.3. NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Contractor.

### **8.4. OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

## **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

## **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act

- 21. Bribery and Kickbacks
- 22. Discrimination Prohibited
- 23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1. DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror or Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- ~~g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).~~

12.2. TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3. CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
  - b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
  - c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
  - d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
  - e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
  - f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
  - g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
  - h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
  - i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- 
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error,

omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

- k. *Insurance:* (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
  - l. *Method of Payment:* The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
  - m. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
  - n. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
  - o. *Scope of Contract:* This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
  - p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
  - q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
  - r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
  - s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- 
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4. CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Contractor Licensing:* All work shall be performed by contractors and subcontractors holding a current license for the work (NMAC 14.6.6.9) at the time the Request for Proposal is submitted.
- c. *Fees:* A unit price fee for Construction will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Standard Form of Agreement between City and Contractor:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

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## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Points Available	Points Awarded
1. Organizational Experience	10	
2. Evidence of Understanding of the Scope of Work, the Site, and Existing Conditions	30	
3. Capacity and Capability	15	
4. Past Record and Performance	15	
5. Familiarity with City of Las Vegas	10	
6. Current volume of work with City of Las Vegas is less than 75%	10	
7. Required Certifications	<u>10</u>	
8. Resident Preference	<u>Pass/Fail</u>	
9. Veterans Preference	<u>Pass/Fail</u>	
Total	<u>100</u>	

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**Appendix A**  
**Acknowledgement of Receipt Form**

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APPENDIX A  
REQUEST FOR PROPOSAL  
CITY OF LAS VEGAS  
NATIONAL AVENUE/BRIDGE STREET IMPROVEMENTS  
NMDOT PROJECT CONTROL NO. LP40002  
STANTEC PROJECT NO. 181710688  
OPENING NO. \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than \_\_\_\_\_ a.m./p.m. Mountain Standard Time, \_\_\_\_\_, 2021.

Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM:

REPRESENTED BY:

TITLE: PHONE NO.:

E-MAIL:

FAX NO.:

ADDRESS:

CITY: STATE: ZIP CODE:

SIGNATURE: DATE:

This name and address will be used for all correspondence related to the Request for Proposal.  
Firm does/does not (circle one) intend to respond to this Request for Proposal.

Casandra Fresquez, City Clerk  
Address: 1700 N. Grand Avenue  
Las Vegas, NM, 87701  
Telephone: 505.454.1401 ext. 1402  
Fax: 505.425.7335  
Email: cfresquez@lasvegasnm.gov

**Appendix B**  
**Contract Form**

Incorporated by Reference (NMAC 1.4.1.31 B)

See Construction Contract Documents

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

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## **Appendix C**

### **Cost Response Form**

Incorporated by Reference (NMAC 1.4.1.31 B)

See Construction Contract Documents

BID FORM

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**Appendix D**  
**Letter of Transmittal Form**

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**RFP#:**\_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

**1. Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization: Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_\_ No sub-contractors will be used in the performance of this contract OR

\_\_\_\_ The following sub-contractors will be used in the performance of this contract:

**SUBCONTRACTORS LISTED ON REQUIRED FORMS IN CONSTRUCTION  
CONTRACT DOCUMENTS (SUBCONTRACTORS FAIR PRACTICE ACT  
COMPLIANCE).**

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6. Please describe any relationship with any entity with which will be used in the performance of this contract.

---

(Attach extra sheets, as needed)

7. \_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

---

\_\_\_\_\_, 2021

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

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## **Appendix E**

### **Reference Questionnaire**

The City of Las Vegas, as a part of the RFP process, requires proposing offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701, by the RFP submission deadline for inclusion in the evaluation process.

The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of content provided herein.

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**RFP # 2021-26 REFERENCE QUESTIONNAIRE FOR:**

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(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the City of Las Vegas to:

Cassandra Fresquez, City Clerk  
1700 N. Grand Avenue, Las Vegas, NM, 87701  
Phone: 505.454.1401 ext. 1402      Fax: 505.425.7335  
cfresquez@lasvegasnm.gov

no later than **June 30, 2021** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Las Vegas City Clerk listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

**QUESTIONS:**

1. In what capacity have you worked with this vendor in the past? **COMMENTS:**

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the offeror's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:
-

## **Appendix F**

### **Resident Veteran's Certification**

Incorporated by Reference (NMAC 1.4.1.31 B)

See Construction Contract Documents

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## **Resident Veterans Preference Certificate**

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## **Appendix G**

### **Resident Contractor Certification**

Incorporated by Reference (NMAC 1.4.1.31 B)

See Construction Contract Documents

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## **Resident Contractor Preference Certificate**

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